

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES <b>1</b> <b>4</b>		
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>27 Sep 99</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) <b>Panama</b>	
6. ISSUED BY <b>ATTN: Alicia Williams/DESC-FPC Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Ft. Belvoir, VA 22060-6222 Phone: (703) 767-9340 Fax: (703) 767-8506</b>		CODE <b>SCO600</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				(✓) <b>X</b>		9A. AMENDMENT OF SOLICITATION NO.  <b>SPO600-99-R-0134</b>	
						9B. DATED (SEE ITEM 11) <b>13 Sep 99</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p>[ <b>X</b> ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>  <b>1</b>  </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
E. IMPORTANT: Contractor [ ] is not, [ <b>X</b> ] is required to sign this document and return <u>  <b>1</b>  </u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  <p><b>This amendment is issued to incorporate changes to Section B - SUPPLIES/SEVICES AND PRICES/COST, Clause B34.01 - SERVICES TO BE FURNISHED AND PRICES of the above-mentioned solicitation. <u>SEE PAGES 2 and 3 OF THIS AMENDMENT.</u></b></p>							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

**SECTION B - SUPPLIES/SERVICES AND PRICES/COST**

**B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)**

The services to be furnished during the period specified herein and the unit prices are as follows:

**STATEMENT OF REQUIREMENT  
FOR CONTRACT SERVICES IN THE AREA OF  
THE PACIFIC OCEAN SIDE OF PANAMA**

Contractor-Owned, Contractor-Operated (COCO) type Defense Fuel Support Point (DFSP) services are required in the vicinity of the Pacific Ocean side of Panama for the period beginning January 1, 2000. Request a one-year contract with two one-year options to renew be provided.

The purpose of this requirement is to obtain the necessary services and facilities to receive, store, and ship one grade of Government-owned petroleum product (Aviation Turbine Fuel Grade JP5) in the vicinity of the Pacific Ocean side of Panama. Terms and conditions applicable to the requirement are as follows:

1. AREA OF CONSIDERATION: The Pacific Ocean side of Panama.
2. TANKAGE REQUIRED: Approximately 27,000 barrels capacity is required, with a minimum of two tanks required interconnected and isolated from other facilities and products handled within the tank farm per contract clauses I1.01-4 and L116.01.
3. GRADE OF PRODUCT: Aviation Turbine Fuel. The facility will be utilized to store and handle Grade JP5 fuel.
4. ESTIMATED THROUGHPUT: Estimated throughput for this system is approximately 8,000 bbls per calendar year excluding any inventory replenishment actions undertaken by the Defense Energy Support Center to meet any forecast or spot requirement by our customers. Throughput is computed as follows: receipts plus issues divided by two.
5. RECEIVING CAPABILITY: Receipt capability via ocean-going tankers and barges is required on a 24 hours per day, 7 days per week schedule at receiving rates compatible with the mode of transportation tendered, normally 1,272 m3 (8,000 bbls) per hour for tankers and 318 m3 (2,000 bbls) per hour barges. Lesser receiving rates will be considered but will be factored in cost assessments when evaluating offers.
6. SHIPPING CAPABILITY: The Contractor shall have the capability to provide pier-side, dedicated pipeline-service, aviation bunkering (JP5) to all U.S. Navy, U.S. Coast Guard, and other vessels on a 24-hour per-day, 7-day per week basis. The Contractor shall also possess the capability to safely load and ship tank trucks of JP5 from the same bulk stock on a 24-hour per day, 7 day per week basis. The Contractor shall be responsible for suitability inspections of the tank trucks, pilferage prevention assessments of tank trucks, sampling after completion of loading, affixing serial numbered seals to all dome lids, hatches, and other access points to the tank compartments and for completion of the required documentation necessary for receipt of the fuel by the customers. For the pier-side services, the Contractor shall maintain/control the loading rate in a manner commensurate with the stated receipt capabilities of the vessel loading the cargo. All pier-side and truck loading activities shall be constantly monitored for product quality, operational safety, and environmental integrity by the Contractor. During pier-side refueling operations, the Contractor shall be responsible for obtaining starting, midbatch, and ending batch line samples of the product being loaded and inspect the sample for suitability and conformance. In addition, a sample of each tank truck loaded shall be tested for a type C level analysis and shall be retained for a period of 30 calendar days. The Contractor shall also provide a copy of the latest origin tank laboratory analysis for each servicing and/or tank truck loading and send this laboratory certification with each truck or deliver it to the receiving vessel.
7. TRUCK LOADING CAPABILITY:
  - a. The Contractor shall be responsible for arranging and providing tank truck delivery services for the delivery of JP5 to U.S. Navy ships and U.S. Coast Guard vessels. The Contractor shall be responsible for initiating an agreement with a qualified trucking company capable of providing clean tank trucks at the Contractor's facility with 24 hours notice. The

tank trucks must be capable of transporting 5,000 gallons of Government-owned JP-5 and accomplishing the product delivery to U.S. Navy ships and U.S. Coast Guard vessels in compliance with the Transportation and Environmental rules and regulations of Panama.

b. The Contractor shall affix numbered seals to each tank truck after loading and provide the required shipping documents and the Commercial bill of lading. The Contractor shall ensure that appropriate records of each transaction are maintained and forwarded to the Designated offices as advised by the United States Government Quality Representative.

c. The Contractor will be reimbursed for the direct out of pocket cost associated with the tank truck shipments. The Contractor's invoices will be supported with copies of the tank truck companies invoice, the appropriate shipping Document(s) and the commercial bill of lading.

d. The estimated number of tank truck shipments for each 12-month contract period is 48.

8. CLAUSE B34.01, ANCILLARY FACILITIES:

a. Contractor-furnished filter/seperator system shall be utilized when loading tank trucks for delivery to US vessels. The filter/seperator system must meet the specifications outlined in the current revision of the American Petroleum Institute (API) Bulletin 1581 (Specifications and Qualifications Procedures for Aviation Jet Fuel Filter/Separator), Group II, Class B.

b. Dock and berthing facilities capable of receiving and berthing fully loaded tankers not to exceed 35,000 dead weight (DWT) with a draft of 36.5 feet at mean low water. A minimum water depth of 38 feet at mean low water is also required in all passes and channels from the open sea to the docking facility.

c. The Contractor shall be required to obtain representative samples of the storage tanks for shipment to the contract laboratory upon the direction of the cognizant QSR. In addition, sample tank truck loading an pier-side aviation bunkering shall also be outlined for analysis and/or retain.

d. The Contractor does not need an additive injection system. All fuel received in Panama to this date has the full complement of Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor, and Anti-Oxidant. The Navy does not support the addition of conductivity additive into its aviation fuel. Therefore, an additive injection system, given the current mission parameters, is not required.

e. The Contractor shall maintain and report inventory accountability in accordance with Clause I119.07.

f. In the absence of any contract provisions or reference to a method, specification, or other instruction, the Contractor shall perform all services hereunder in accordance with the best commercial practices.

9. All standard clauses that apply to COCO contracts are applicable to this requirement.

LINE ITEM 1001 (MUCC): ONE YEAR PERFORMANCE PERIOD:

<u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u>	<u>FILL CAPACITY (BARRELS)</u>	<u>SHELL CAPACITY (BARRELS)</u>	<u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL &amp; FINAL SHIPMENT)</u>
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**LINE ITEM 1002 (MUCC): 1<sup>ST</sup> OPTION TO RENEW (2<sup>ND</sup> ONE YEAR PERFORMANCE PERIOD):**

<b><u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u></b>	<b><u>FILL CAPACITY (BARRELS)</u></b>	<b><u>SHELL CAPACITY (BARRELS)</u></b>	<b><u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL &amp; FINAL SHIPMENT)</u></b>
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**LINE ITEM 1003 (MUCC): 2<sup>ND</sup> OPTION TO RENEW (3<sup>RD</sup> ONE YEAR PERFORMANCE PERIOD):**

<b><u>TANK NUMBER/ TANK TYPE/PRODUCT TO BE STORED</u></b>	<b><u>FILL CAPACITY (BARRELS)</u></b>	<b><u>SHELL CAPACITY (BARRELS)</u></b>	<b><u>USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS) (INCLUDES INITIAL FILL &amp; FINAL SHIPMENT)</u></b>
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**SUBLINE ITEM 1004AA**

For the first 8,000 barrels of product received into storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO ADDITIONAL CHARGE (included in TANKAGE charge)

**SUBLINE ITEM 1004AB**

For the first 8,000 barrels of product shipped for storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO ADDITIONAL CHARGE (included in TANKAGE charge)

**SUBLINE ITEM 1005 (EXTP)**

Excess throughput : Product received and shipped annually in excess of throughput of 8,000 barrels. Charges are as follows:  
\$\_\_\_\_\_per barrel.